



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Accepting Improvements under Contract for Harney Lane Widening Project, Amending Improvement Agreement, Appropriating Funds (\$56,919.86) and Approving No-Parking Zones on South Side of Harney Lane from Reynolds Ranch Parkway to Cherokee Lane

MEETING DATE: August 3, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution accepting improvements under contract for Harney Lane widening project, amending improvement agreement, appropriating funds in the amount of \$56,919.86, and approving no-parking zones on south side of Harney Lane from Reynolds Ranch Parkway to Cherokee Lane.

BACKGROUND INFORMATION: Improvements at Reynolds Ranch, Phase II have been completed by the developer, Reynolds Ranch Partners, Inc., in substantial conformance with the requirements as approved by City Council on August 18, 2010, and as shown on Drawings No. 008D013-01 through 008D013-32. A drawing of the Reynolds Ranch, Phase II project is attached as Exhibit A.

Public improvements include the installation of storm drain improvements, landscape and irrigation in the median, curb, gutter, sidewalk and street pavement improvements along Harney Lane and installation of signalized intersections on Reynolds Ranch Parkway at Rocky Lane, Le Baron Boulevard and Harney Lane.

On August 18, 2010, Council approved an improvement agreement to install the required public improvements and reimburse the developer for the City's share of the public improvements. The City's share, based on the engineer's estimate, for the public improvements was \$486,845.70. The developer's actual cost for the City's share of the project was \$435,669.62, plus change orders in the amount of \$57,614.00, for a total of \$493,283.62.

Change orders for this project include:

- Addition of electrical service and irrigation controllers to the median landscaping area (\$5,863).
- Increases in the base contract work quantities for asphalt paving and replacement of traffic loops on the north side of Harney Lane (\$41,701).
- Phone service for the signal interconnects service (\$8,435).
- Patch paving for water main trench in the Harney Lane and Melby Lane intersection (\$1,615).

The improvement agreement and cost allocation spreadsheet provided for the City to reimburse the developer up to \$486,845.70. The recommended amendment to the agreement will increase the reimbursement amount to the developer to \$493,283.62, as shown in Exhibit B. To date, the City has reimbursed the developer \$436,363.76 and has retained \$56,919.86 (10 percent). Upon acceptance of the improvements, the retained amount will be paid to the developer. The requested appropriation (\$56,919.86) is to fund the difference between the final contract amount and the amount stated in the improvement agreement.

APPROVED:

A handwritten signature in black ink, appearing to read "Konradt Bartlam".

Konradt Bartlam, City Manager

Improvements along Harney Lane and at the intersections of Harney Lane at Reynolds Ranch Parkway, Rocky Lane and La Baron Way have been completed. Staff recommends that Council accept the improvements, amend the improvement agreement and appropriate funds in the amount of \$56,919.86.

No-parking zones were established on the south side of Harney Lane from Reynolds Ranch Parkway to Cherokee Lane (approximately 1,250 feet of roadway). The Harney Lane no-parking zones are required because parking along major arterial roadways is prohibited in the Lodi Design Standards.

The streets to be accepted are as follows:

Streets	Length in Miles
Harney Lane*	0.00
Total New Miles of City Streets	0.00

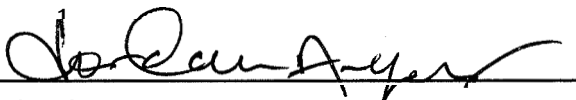
* The street dedication for Harney Lane widens an existing street. The street dedication did not add additional miles to the City's street system.

FISCAL IMPACT:

The developer's warranty period of two years will begin on the date of Council acceptance. There will be a slight increase in long-term maintenance costs for public infrastructure, such as streets, water, wastewater and storm drain facilities, landscaping, and other City services.

FUNDING AVAILABLE:

Street Impact Fees (Fund 332):	\$11,186.54
Measure K (Fund 325):	<u>\$45,733.32</u>
TOTAL:	\$56,919.86


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Chris Boyer, Junior Engineer
Attachments
cc: Senior Engineering Technician
Reynolds Ranch Partners, Inc.



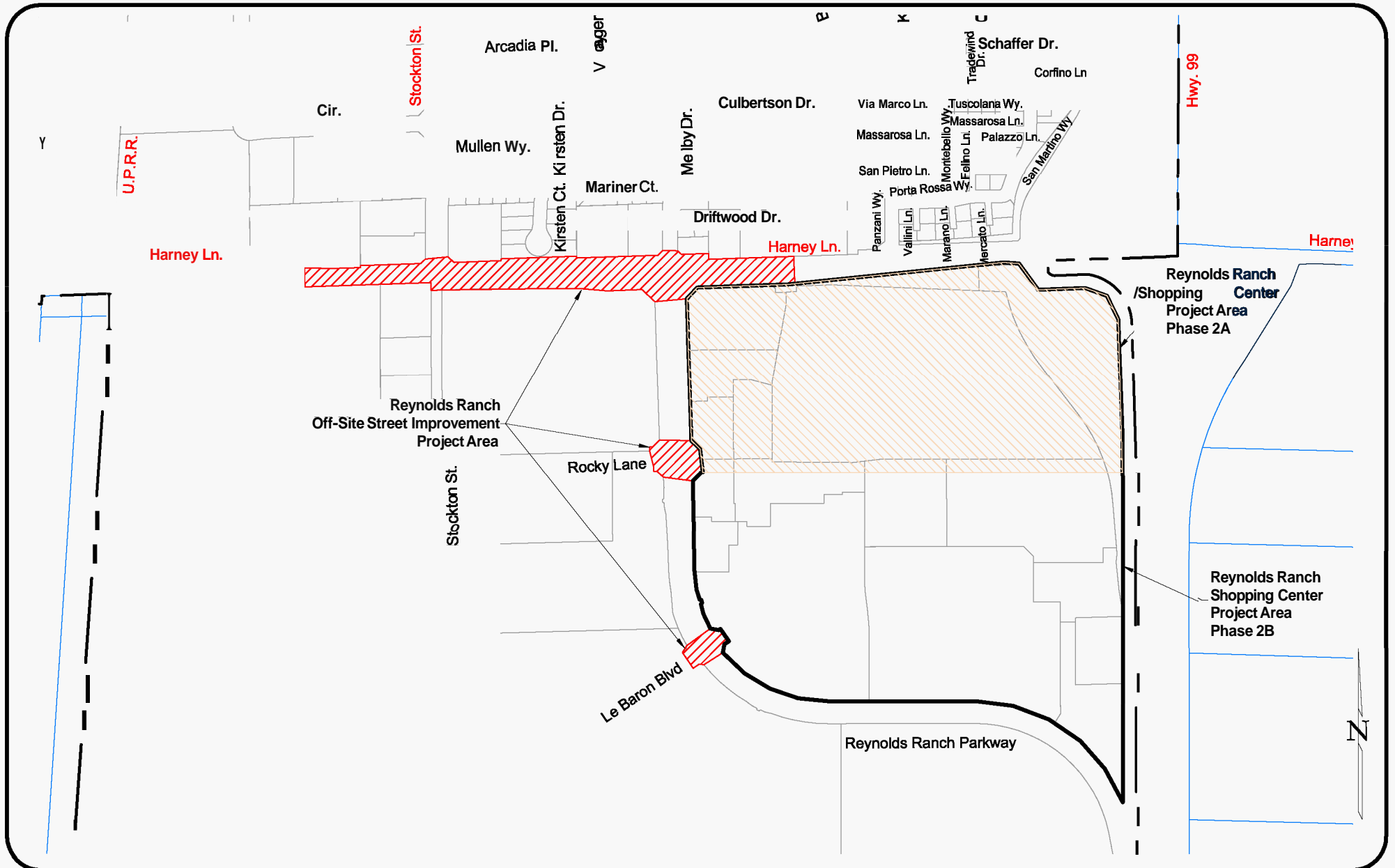
CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit A

Harney Lane Improvements

500' West of Stockton St to Reynolds Ranch Pkwy



Development:	Reynolds Ranch, Phase II	Acres:
Developer:	Reynolds Ranch Partners	Date: 7/19/11
Engineer:	RSC	

TOTAL COST OF PROJECT IMPROVEMENTS						A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER	
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total
Street System									
1	Clearing & Grubbing	2.00	Acre	\$1,097.00	\$2,194.00	2.00	\$2,194.00	0	\$0.00
2	Compact Original Ground (0.50')	73,737	SF	0.66	48,666.42	38,772	25,589.52	34,965	23,076.90
3	Aggregate Base, Class II (0.70')	66,687	SF	1.32	88,026.84	38,772	51,179.04	27,915	36,847.80
4	Asphalt Concrete, Type B (0.60')	66,687	SF	3.41	227,402.67	38,772	132,212.52	27,915	95,190.15
5	Sawcut	1,355	LF	0.00	0.00	0	0.00	1,355	0.00
6	Vertical Curb and Gutter	1,250	LF	24.00	30,000.00	1,250	30,000.00	0	0.00
7	Sidewalk	3,190	SF	6.00	19,140.00	3,190	19,140.00	0	0.00
8	Curb Return, including Handicap Ramp	4	EA	2,742.00	10,968.00	4	10,968.00	0	0.00
9	Mid Block Ramp	2	EA	2,743.00	5,486.00	2	5,486.00	0	0.00
10	Median Curb	779	LF	19.86	15,470.94	0	0.00	779	15,470.94
11	Sidewalk Barricade	2	EA	548.00	1,096.00	2	1,096.00	0	0.00
12	Remove Existing Pavement	26,523	SF	1.54	40,845.42	11,170	17,201.80	15,353	23,643.62
13	Street Lights (Mast Type 250 Watt)	8	EA	2,742.00	21,936.00	8	21,936.00	0	0.00
14	Street Signs	22	EA	494.00	10,868.00	22	10,868.00	0	0.00
15	Traffic Striping	7,506	LF	1.60	12,009.60	4,364 ⁽¹⁾	6,982.41	3,142	5,027.19
16	Signalized Intersection - Reynolds Ranch/Harney	1	EA	232,889.14	232,889.14	0.33	76,853.42	0.67	156,035.72
17	Signalized Intersection - Reynolds Ranch/Rocky	1	EA	217,787.55	217,787.55	1.0	217,787.55	0.0	0.00
18	Signalized Intersection - Reynolds Ranch/LeBaron	1	EA	199,518.01	199,518.01	1.0	199,518.01	0.0	0.00
19	Landscape & Irrigation	5,646	SF	4.68	26,423.28	5,646	26,423.28	0	0.00
20	Median Landscape & Irrigation	7,576	SF	4.68	35,455.68	0	0.00	7,576	35,455.68
21	Temporary Swale	660	LF	5.00	3,300.00	660	3,300.00	0	0.00
22	Erosion Control	2.00	Acre	2,374.35	4,748.70	1.16 ⁽¹⁾	2,760.91	0.84	1,987.79
					Subtotal		\$861,496.46	Subtotal Street System	\$392,735.79
Storm Drain System									
1	12" Storm Drain Pipe (PVC)	739	LF	\$38.00	\$28,082.00	739	\$28,082.00	0	\$0.00
2	15" Storm Drain Pipe (PVC)	509	LF	49.00	24,941.00	509	24,941.00	0	0.00
3	18" Storm Drain Pipe (PVC)	55	LF	60.00	3,300.00	55	3,300.00	0	0.00
4	48" Storm Drain Manhole	4	EA	3,290.00	13,160.00	4	13,160.00	0	0.00
5	Side Inlet Catch Basin	6	EA	2,193.00	13,158.00	6	13,158.00	0	0.00
6	Connect to Existing Storm Drain	2	EA	5,483.00	10,966.00	2	10,966.00	0	0.00
					Subtotal		\$93,607.00	Subtotal Storm Drain System	\$0.00

TOTAL COST OF PROJECT IMPROVEMENTS						A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER	
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total
Water System									
1	10" Recycled Water Pipe (PVC)	1,321	LF	\$49.00	\$64,729.00	1,321	\$64,729.00	0	\$0.00
2	8" Water Valve	1	EA	\$1,316.00	\$1,316.00	1	\$1,316.00	0	\$0.00
3	10" Water Valve	3	EA	\$1,645.00	\$4,935.00	3	\$4,935.00	0	\$0.00
4	Temporary Blow Off Valve	1	EA	\$439.00	\$439.00	1	\$439.00	0	\$0.00
5	Fire Hydrant Assembly	5	EA	3,290.00	16,450.00	5	16,450.00	0	0.00
6	Hot Tap and Valve	5	EA	5,483.00	27,415.00	5	27,415.00	0	0.00
7	Landscape Service	3	EA	3,327.50	9,982.50	2	6,655.00	1	3,327.50
				Subtotal	\$125,266.50	Subtotal	\$121,939.00	Subtotal Water System	\$3,327.50
								Subtotal	\$396,063.29
								10% Engineering & Administration	\$39,606.33
COST FOR ENGINEERING FEE CALCULATION				Total	\$1,473,105.75	Total	\$1,077,042.46	Total	\$435,669.62
(1) Prorated based on proportionate share of AC costs									
Change Orders									
	CO 12 RFI28 Irrigation Controller	1	EA	15,632.00	15,632.00	0.62	9,769.00	0.38	5,863.00
	CO 14 Bul#3 Repave Area at Harney	1	EA	41,701.00	41,701.00	0.00	0.00	1.00	41,701.00
	CO 20 Grind Out/Patch Pave	1	EA	1,615.00	1,615.00	0.00	0.00	1.00	1,615.00
	CO 24 ATT Conduit to Controler	1	EA	12,653.00	12,653.00	0.00	4,218.00	1.00	8,435.00
				Subtotal	\$71,601.00	Subtotal	\$13,987.00	Subtotal	\$57,614.00
TOTAL COST INCLUDING CHANGE ORDERS				Total	\$1,544,706.75	Total	\$1,091,029.46	Total	\$493,283.62

ADDENDUM TO
IMPROVEMENT AGREEMENT FOR THE
PUBLIC IMPROVEMENTS FOR REYNOLDS RANCH PHASE 2

THIS ADDENDUM TO IMPROVEMENT AGREEMENT FOR THE PUBLIC IMPROVEMENTS FOR REYNOLDS RANCH PHASE 2, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and REYNOLDS RANCH PARTNERS, INC., a California Corporation, hereinafter called "Developer", is made and effective this _____ day of July, 2011,

WITNESSETH:

1. IMPROVEMENT AGREEMENT: Developer and City, entered into an Improvement Agreement for the Public Improvements for Reynolds Ranch Phase 2 on November 23, 2010, including provision for reimbursement to Developer for City's portion of public improvements in the amount of \$486,845.70.
2. ADDENDUM: The purpose of this Addendum to the Improvement Agreement for the Public Improvements for Reynolds Ranch Phase 2, is to revise the amount of reimbursement to Developer for City's portion of public improvements to \$493,283.62, an increase of \$6,437.92, the actual cost of construction as set forth in Exhibit A, attached hereto as and made a part hereof as though fully set forth herein. Developer acknowledges that this Addendum fully satisfies any claims by Developer for costs overruns for the construction of City's portion of the public improvements described in Exhibit A.
3. TERM AND TERMS: All other terms and conditions will remain as set forth in the Improvement Agreement for the Public Improvements for Reynolds Ranch Phase 2 attached hereto as Exhibit B and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, City and Developer have executed this Addendum to Improvement Agreement for the Public Improvements for Reynolds Ranch Phase 2 on _____, 2011.

CITY OF LODI, a municipal corporation
hereinabove called "City"

REYNOLDS RANCH PARTNERS, INC.,
a California Corporation, hereinabove called
"Developer"

KONRADT BARTLAM
City Manager

By: _____

Title: _____

Attest:

Approved as to Form:

RANDI JOHL
City Clerk



JANICE D. MAGDICH
Deputy City Attorney

Development: Reynolds Ranch, Phase II
Developer: Reynolds Ranch Partners
Engineer: RSC

Acres:
Date: 7/19/11

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<u>Street System</u>									
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3	Aggregate Base, Class II (0.70')	66,687	SF	1.32	88,026.84	38,772	51,179.04	27,915	36,847.80
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22	Erosion Control	2.00	Acre	2,374.35	4,748.70	1.16 ⁽¹⁾	2,760.91	0.84	1,987.79
Subtotal					\$1,254,232.25	ubtotal	\$861,496.46	Subtotal Street System	\$392,735.79
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	<u>Water System</u>								
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	8" Water Valve	1	EA	\$1,316.00	\$1,316.00	1	\$1,316.00	0	\$0.00
	10" Water Valve	3	EA	\$1,645.00	\$4,935.00	3	\$4,935.00	0	\$0.00
	Temporary Blow Off Valve	1	EA	\$439.00	\$439.00	1	\$439.00	0	\$0.00
5	Fire Hydrant Assembly	5	EA	3,290.00	16,450.00	5	16,450.00	0	0.00
6	Hot Tap and Valve	5	EA	5,483.00	27,415.00	5	27,415.00	0	0.00
7	Landscape Service	3	EA	3,327.50	9,982.50	2	6,655.00	1	3,327.50
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	CO 24 ATT Conduit to Controller	1	EA	12,653.00	12,653.00	0.00	4,218.00	1.00	8,435.00
	Subtotal				\$71,601.00	Subtotal	\$13,987.00	Subtotal	\$57,614.00
TOTAL COST INCLUDING CHANGE ORDERS				Total	\$1,544,706.75	otal	\$1,091,029.46	Total	\$493,283.62

IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
for
REYNOLDS RANCH PHASE 2

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City", and REYNOLDS RANCH PARTNERS, INC., hereinafter referred to as "Developer", and RMC CONSTRUCTORS, A CALIFORNIA CORPORATION, hereinafter referred to as "Developer's Contractor".

RECITALS:

Developer has presented to City for approval public improvement plans for the Reynolds Ranch, Phase 2 development, hereinafter called "project", along with the legal descriptions and exhibits for the necessary street and easement dedications which will be provided under separate instruments.

Developer has requested approval of public improvement plans for the construction and completion of public improvements, including all streets, highways or public ways and public utility facilities which are a part of or appurtenant to the project, all in accordance with and as required by the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

Council of the City will accept the dedications offered on condition that Developer first enter into and execute this agreement with City; and

Developer's Contractor is made a party to this agreement solely to secure the Faithful Performance Bonds and Labor and Materials Bonds referred to in Paragraph 13. Developer's Contractor has no other obligations under this agreement.

This agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 15 and 16 of the Lodi City Code.

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the Public Works Director, all of the work and improvements as shown on the approved improvement plans for the project, Drawing Nos. 008D013-01 through 008D013-32, which are on file in the Public Works Department.

The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

- A. Street light installation and connection to City system
- B. Natural gas line installation
- C. Telephone line installation
- D. Electrical system
- E. Cable television system

2. Development Chanaes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the issuance of the building permit by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on Billing Schedule attached hereto and by this reference made a part hereof.

From payments made under Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

- A. Street seal coat
- B. Fire hydrant markers
- C. Televideo inspection of the public sewer and storm drain lines. The fee shown on the Billing Schedule is based on the linear footage of sewer and storm drain pipe, including laterals, shown on the improvement plans. The fee will be adjusted, if necessary, when the televideo inspection is complete. Any additional fee must be paid prior to project acceptance.
- D. Storm Water Permit Compliance Inspections. The fee shown on the Billing Schedule is based on one (1) inspection per month for construction activities covering one wet season (October 2010 to April 2011). The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fee must be paid prior to project acceptance.

Developer shall also pay all additional costs for work performed by City forces deemed by the Public Works Director necessary to complete the work under this agreement in conformance with City Standards.

4. Development Impact Mitisation Fees

Development Impact Mitigation Fees for water, wastewater capacity, street improvements, police, fire and general City facilities are required for this project. The fees shall be paid in conformance with the terms of the Development Agreement by and Between the City of Lodi and San Joaquin Valley Land Company, LLC recorded as Document No. 2006-268372 in the Official Records of San Joaquin County. In conformance with LMC 15.64.050, the fees are automatically adjusted on January 1 of each year.

5. Reimbursement for City-Funded Facilities Built by Developer

In conformance with LMC 16.40 Reimbursements for Construction, City agrees to reimburse Developer for public improvements to be installed with the project as listed below and shown on the attached Cost Estimate for Improvement Security:

- A. Excess width street pavement improvements in Harney Lane (500 feet west of Stockton Street to 500 feet east of Melby Way).
- B. Two-thirds of the traffic signal at Reynolds Ranch Parkway and Harney Lane intersection.

Developer shall provide a request for monthly reimbursement payments that include descriptions of the work items, quantities, and contract unit prices conforming to the Bid Item List guidelines in Appendix A-2 of the City of Lodi Public Improvement Design Standards and supporting invoices, billing schedules or other documentation as required by the Public Works Department. Monthly reimbursement payments to the Developer shall be 100% of the contractor's progress billing for City funded facilities to be built by Developer, less 10% for retention. Reimbursement of the 10% retention will be made when the improvements are complete and accepted by the City.

6. Street and Public Utility Easement Dedications

Developer shall acquire, without cost to the City of Lodi, street, public utility and temporary construction easements to the approval of the Public Works Director to allow construction of street and public utility improvements shown on the approved plans for the project. The Developer's engineer shall provide the legal descriptions, with exhibits showing the location of each dedication, for review and approval by the City. City staff will prepare the easement deeds. Developer shall have the deeds executed by the property owners, notarized and returned to the City for recordation.

7. Work: Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this agreement, perform or cause to be performed all work and/or improvements described under this agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof so that City can provide inspection services.

8. Time Extension

Time is of the essence of this agreement. The City may extend the time for completion of the improvements hereunder under the terms of an addendum to this agreement which shall be approved by the City Manager. Any such extension may be granted without notice to the Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

9. Record Drawings and Certifications

Prior to acceptance of the project improvements, the Developer shall have provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

10. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

11. Superintendence by Developer

Developer shall give personal superintendence to the work on said improvement, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work at all times during progress, with authority to act for Developer.

12. Inspection by City

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work. Inspections will be provided during normal working hours. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services required as a part of City inspection activities.

13. Contract Security

Concurrently with the execution hereof, Developer's Contractor shall furnish Improvement Security of at least 100% of the estimated cost of public improvements plus deferred fees and engineering costs of surveying, record drawings and certifications as security for the faithful performance of this agreement and repair or replacement of defective work under Paragraph 19 following; and an amount equal to at least 50% of the above costs as security for the payment of all persons performing labor and furnishing materials in connection with this agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance	\$1,694,279.40
Labor and Materials	\$847,139.70

14. Warranty Security

The warranty period for repair or replacement of defective work shall be two (2) years following the date of acceptance of the improvements. If any portion of the project receives partial acceptance during the course of construction, the warranty period for all required project improvements shall commence upon the date of final acceptance for the entire project.

15. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 16 hereof.

- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Developer's Insurance

Developer shall not commence work under this agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements-herein provided shall appear either in the-body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Compensation Insurance

Developer shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this agreement such insurance as shall insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise on the project properly, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Bodily Injury - Each Occurrence/Aggregate
\$2,000,000 Property Damage - Each Occurrence/Aggregate
or
\$2,000,000 Combined Single Limit

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$2,000,000 Bodily Injury - Each Person
\$2,000,000 Bodily Injury - Each Occurrence
\$2,000,000 Property Damage - Each Occurrence
or
\$2,000,000 Combined Single Limit

Developer must have comprehensive automobile liability only if Developer's vehicles are used on-site.

NOTE: Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

A. Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City and shall be included with Developer's policies.

B. Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

17. Evidence of Insurance

Developer shall furnish City, concurrently with the execution hereof, with satisfactory evidence of the insurance required and evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement. The address of the City of Lodi must be shown on the certificate of insurance, i.e., City of Lodi, 221 West Pine Street, Lodi, CA 95240.

18. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

19. Repair or Reconstruction of Defective Work

If, within a period of two (2) years after final acceptance by City of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this agreement plans and specifications referred to herein, Developer and Developer's Contractor surety shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise

unsatisfactory part or parts of the work or structure. Should Developer or Developer's Contractor surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15% for administration and overhead costs.

20. Repair or Replacement of City-owned Bypass Meter Assemblies

The Developer is required by the City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. The City will supply these assemblies upon receipt of a deposit in the amount of \$5,000.00 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses", a copy of which is attached hereto and made a part hereof.

21. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the construction site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage caused to City or County streets, the Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, the City shall cause the same to be removed or repaired and the Developer shall be charged for the cost of said removal or repairs.

The Developer, Developer's contractor and/or agents shall be responsible so no dust or erosion problems are created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of one year from the date of final acceptance by the City of the work performed under this agreement.

If a dust or erosion problem arises during development or within a period of one year from the date of final acceptance by the City of the work performed under this agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, the City shall cause the same to be controlled, and the Developer shall be charged with the cost of said control.

22. Fire Protection During Construction

Fire protection facilities approved by the Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City fire code prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

23. Protection of Existing Improvements

Damage to any existing improvements or private or public utility lines installed or being installed which damage occurs during the onsite and offsite construction required of Developer shall be the absolute responsibility and liability of Developer. In other words, it shall be the Developer's responsibility to pay for damage to existing improvements and public or private utilities within the development. Damage to any existing facilities outside

the limits of the project area damaged as part of the construction of the required project improvements is also the Developer's responsibility.

24. Dwelling Occupancy

The City will not allow occupancy of any building or structure within the project until all public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of the City codes have been met. If building is started prior to acceptance of the improvements, it is the Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said fees are paid and public improvements are so accepted.

25. Developer Not Agent of City

Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

26. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's Contractor's surety of breach of this agreement, or any portion thereof, and the default of Developer.

27. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's Contractor's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within 5 days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's Contractor's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

28. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

F. Wally Sandelin,
Public Works Director
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

REYNOLDS RANCH PARTNERS, INC.
1420 S. Mills Avenue, Ste M
Lodi, California 95242
Attn: Dale M. Gillespie

Notices required to be given to Developer's agent shall be addressed as follows:

CAPITAL PROJECTS GROUP
1792 Tribute Road Ste 270
Sacramento, California 95815
Attn: Kim S. Whitney

Notices required to be given to Developer's Contractor shall be addressed as follows:

RMC CONSTRUCTORS
5045 E. McKinley Avenue
Fresno, California 93727
Attn: Dave Johnson

Notices required to be given to Developer's Contractor surety shall be addressed as follows:

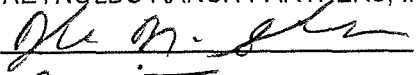
Travelers Casualty and Surety Co. of America
1 Tower Square
Hartford, CN 06103

Provided that either party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.


29. Execution

In Witness Whereof, Developer, Developer's Contractor and City have caused their names to be hereunto affixed and the City of Lodi has caused ~~its~~ corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

10/29/10
Date


REYNOLDS RANCH PARTNERS, INC.

President

10/28/2010
Date

RMC CONSTRUCTORS,
A CALIFORNIA CORPORATION

Cal Roberts, President


(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: 
Konradt Bartlam, Interim City Manager


11-23-10
Date

ATTEST:


Randi Juhl, City Clerk

11/23/10
Date

APPROVED AS TO FORM:


D. Stephen Schwabauer, City Attorney

State of California
County of Fresno

Subscribed and sworn to (or affirmed) before me on this 28th
day of October 2010 by Cal Roberts
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

Kelly Linnette Holder

CITY OF LODI

APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	07/20/2011
4. DEPARTMENT/DIVISION: Public Works			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	332		3205	Fund Balance	\$ 11,186.54
	325		3205	Fund Balance	\$ 45,733.32
B. USE OF FINANCING	332	332008	7726	Harney Lane Widening	\$ 11,186.54
	325	325036	7726	Harney Lane Widening	\$ 45,733.32

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to **this** form.

Reimbursement to developer for public improvements on Harney Lane per the Council approved improvement agreement.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: n/a Res No: n/a Attach copy of resolution to this form.

Department Head Signature: Awake Landel

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager	Date

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2011-123

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING
IMPROVEMENTS AT REYNOLDS RANCH, PHASE II, AS
COMPLETED BY REYNOLDS RANCH PARTNERS, INC.;
AMENDING IMPROVEMENT AGREEMENT; APPROPRIATING
FUNDS; AND APPROVING NO-PARKING ZONES ON SOUTH
SIDE OF HARNEY LANE FROM REYNOLDS RANCH
PARKWAY TO CHEROKEE LANE

=====

The City Council of the City of Lodi finds:

1. That all improvements at Reynolds Ranch, Phase II, have been completed by the developer, Reynolds Ranch Partners, Inc., in substantial conformance with the requirements as shown on Drawing Nos. 008D013-01 through 008D0013-32 on file in the Public Works Department and as specifically set forth in the plans and specifications approved by the City Council on August 18, 2010.

2. The following street was dedicated to the City by separate instrument as a condition of this development:

<u>Street</u>	<u>Length in Miles</u>
*Harney Lane	0.00

* The street dedication for Harney Lane widens an existing street. This street dedication did not add additional miles to the City's street system.

Public improvements include the installation of storm drain improvements, landscape, and irrigation in the median, curb, gutter, sidewalk, and street pavement improvements along Harney Lane and installation of signalized intersections of Reynolds Ranch Parkway at Rocky Lane, Le Baron Boulevard, and Harney Lane.

3. The Improvement Agreement with Reynolds Ranch Partners, Inc., approved by City Council on November 17, 2010, is hereby amended to reflect the final reimbursement amount of \$493,283.62.

4. Funds in the amount of \$56,919.86 are hereby appropriated from the Street Impact Fees Fund (\$11,186.54) and Measure K Fund (\$45,733.32) to fund the reimbursement to Reynolds Ranch Partners, Inc., as specified in the Improvement Agreement.

5. No-parking zones are hereby approved on the south side of Harney Lane from Reynolds Ranch Parkway to Cherokee Lane (approximately 1,250 feet of roadway). The Harney Lane no-parking zones are required because parking along major arterial roadways is prohibited in the Lodi Design Standards.

Dated: August 3, 2011

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I hereby certify that Resolution No. 2011-123 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 3, 2011, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Katzakian, Nakanishi, and Mayor Johnson

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - Mounce

ABSTAIN: COUNCIL MEMBERS - None



RANDI JOHL
City Clerk

CITY COUNCIL

BOB JOHNSON, Mayor
JOANNE L. MOUNCE,
Mayor Pro Tempore
LARRY D. HANSEN
PHIL KATZAKIAN
ALAN NAKANISHI

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

KONRADT BARTLAM
City Manager
RANDI JOHL
City Clerk
D. STEVEN SCHWABAUER
City Attorney
F. WALLY SANDELIN
Public Works Director

July 28, 2011

Reynolds Ranch Partners
Attn: Dale Gillespie
1420 S. Mills Avenue, Ste. K
Lodi, CA 95242

SUBJECT: Adopt Resolution Accepting Improvements under Contract for Harney Lane Widening Project, Amending Improvement Agreement, Appropriating Funds (\$56,919.86) and Approving No-Parking Zones on South Side of Harney Lane from Reynolds Ranch Parkway to Cherokee Lane

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, August 3, 2011. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at 333-6702.

If you have any questions about the item itself, please call Chris Boyer, Junior Engineer, at (209) 333-6800, extension 3321.



for: F. Wally Sandelin
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk